

## NOTICE OF RESERVATION OF RIGHTS

August 8, 2022

***Via First Class Mail  
Return Receipt Requested***

Craig Parker, President  
Silver Star Construction Company, Inc.  
2401 S. Broadway  
Moore, Oklahoma 73106

*and*

J. Chris Horton  
P.O. Box 576  
El Reno, Oklahoma 73036  
[jchrishorton@live.com](mailto:jchrishorton@live.com)

*and*

Casey Ryan, Claims Specialist  
Zurich American Insurance Company  
Via Mr. J. Chris Horton  
Via email [jchrishorton@live.com](mailto:jchrishorton@live.com)

<b>Insured:</b>	Valle Trucking, LLC
<b>Policy #:</b>	GLG022472
<b>Claimant:</b>	Tylon Mackey
<b>Date of Loss:</b>	September 4, 2019
<b>Loss Location:</b>	Hwy 51, Stillwater, OK 74075
<b>IPG File #:</b>	63522-077889

EXHIBIT 10

Dear Mr. Parker, Mr. Horton and Mr. Ryan:

Page 2

IPG File # 63522-077889

We write regarding the tender letter sent by Zurich American Insurance Company (“Zurich”) and letter from J. Chris Horton regarding the above-referenced claim (“claim” or claims”). To ensure timely delivery of this correspondence, we are sending this letter directly to you, as well as Silver Star Construction Company, Inc.’s (“Silver Star”) attorney of record, J. Chris Horton and via Mr. Horton as well for Zurich. Subject to Great Lakes Insurance SE (“Great Lakes”) ongoing investigation of this claim with full reservation of rights as to coverage and indemnity, we are writing to advise you that Great Lakes shall defend Silver Star in the lawsuit entitled, *Tylon Mackey v. Israel Jaurez, ORD Trucking Inc., Fredy N Valle Sr. d/b/a Valle Trucking and Silver Star Construction Company, Inc.* filed in Payne County, Case No. CJ-2020-233 (hereinafter the “lawsuit”).

The name, address, and telephone number of the attorney that we have hired to defend Silver Star in this Lawsuit is:

Fellers Snider  
100 N Broadway Ave, Suite 1700  
Oklahoma City, OK 73102

Although Great Lakes shall defend Silver Star in the Lawsuit, Great Lakes expressly reserves all rights and defenses available under the above-referenced Policy and at law to deny coverage to the extent certain terms, provisions, limits, conditions, exclusions, and endorsements may apply. Great Lakes’ investigation is ongoing, and we invite you to provide this office with any additional documents and information you believe may be material to this matter, such as subcontracts and any federal motor carrier safety documentation. We request that you keep this office fully informed of the status of this matter and timely forward any pertinent documents and information to this office. We also request that you ensure a smooth transition of files from Mr. Horton’s office to Fellers Snider’s office.

**Description of Loss:**

The claim pertains to a lawsuit filed by Tylon Mackey (“Plaintiff”) in Payne County, Oklahoma for injuries he allegedly sustained as a result of an auto accident on September 9, 2019. He has filed suit against Israel Juarez (“Juarez”), ORD Trucking, Inc. (“ORD Trucking”) Freddy Valle (“Valle”), d/b/a Valle Trucking (“Valle Trucking”), and Silver Star. In the complaint, the Plaintiff alleges that Defendant, Israel Juarez, while employed by ORD Trucking, Valle Trucking, and Silver Star, was operating a vehicle owned by ORD Trucking, was traveling northbound and failed to yield the right of way at a stop sign located at the intersection of State Highway 51 and Murphy Street near Stillwater, Oklahoma and collided with the Plaintiff causing injury.

Page 3

IPG File # 63522-077889

**Relevant Policy Provisions:**

In determining coverage under this claim, Great Lakes is guided by the policy's provisions, exclusions, limitations, and conditions. The relevant provisions, coverages, exclusions of the Policy state in pertinent part as follows:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. GLG022472 Effective Date: 12:01 A.M., Standard Time \*\*

LIMITS OF INSURANCE							
General Aggregate Limit (other than Products/Completed Operations)		\$	1,000,000				
Products/Completed Operations Aggregate Limit		\$	INCLUDED				
Personal and Advertising Injury Limit		\$	1,000,000				
Each Occurrence Limit		\$	1,000,000				
Damage To Premises Rented To You Limit		\$	50,000			any one premises	
Medical Expense Limit		\$	5,000			any one person	
BUSINESS DESCRIPTION AND LOCATION OF PREMISES							
Form of business: <input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Organization (other than Partnership, Joint Venture or Limited Liability Company)							
Location of all premises you own, rent or occupy: 2449 SW 90th Street, Oklahoma City, OK, 73159							
PREMIUM							
Classification	Code No.	*Premium Basis	PR/Co	Rate All Other	Advance Premium Pr/Co	All Other	
Truckers, products-completed operations are subject to the General Aggregate Limit	99793	p13,300		8.797 \$		\$ 485	NP

Page 4  
IPG File # 63522-077889

## SECTION I – COVERAGES

### **SECTION I - COVERAGES**

#### **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### **1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

\* \* \*

Page 5

IPG File # 63522-077889

## 2. Exclusions

This insurance does not apply to:

### Aircraft, Auto or Watercraft

This Policy contains an exclusion for Aircraft, Auto or Watercraft and may be applicable in this case. It is modified by endorsement to the Policy. Such exclusion and endorsement provides:

g. Aircraft, Auto Or Watercraft (GL235-GL)

#### g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment."

\* \* \*



Page 6  
IPG File # 63522-077889

**Endorsement Modifying Aircraft, Auto, or Watercraft**

Endorsement GL235-G modifies the insurance provided as follows:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Exclusion g. under paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury and Liability is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

GL235-GL (04/12)

\* \* \*

Page 7  
IPG File # 63522-077889

### **Definition of Auto**

This Policy provides for a specific definition of an “auto” as follows:

- 2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."**

### **Contractual Liability Exclusion**

The “Contractual Liability” exclusion may be applicable in this case. Such exclusion provides:

#### **2. Exclusions**

This insurance does not apply to:

##### **b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

\* \* \*

Page 8  
IPG File # 63522-077889

### **Definition of Insured Contract Definition**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **AMENDMENT OF INSURED CONTRACT DEFINITION**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Paragraph 9. of **Definitions** Section is replaced by the following:

**9. "Insured contract" means:**

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - a.** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b.** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes the liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Page 9

IPG File # 63522-077889

**Exclusion for Sub-Subcontractor's Work**

This Policy contains an exclusion for any work performed by any sub-subcontractors, as follows:

- EXCLUSION – INDEPENDENT CONTRACTORS (GL 115-GL)

This endorsement modifies insurance under the following:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - INDEPENDENT CONTRACTORS**

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to "bodily injury", "property damage", "personal injury", "advertising injury" or medical payments arising out of:

- a) the acts or omissions of independent contractors while working on behalf of any insured, or
- b) the negligent:
  - (i) hiring or contracting;
  - (ii) investigation;
  - (iii) supervision;
  - (iv) training;
  - (v) retention;

of any independent contractor for whom any insured is or ever was legally responsible and whose acts or omissions would be excluded by (a) above.

As used throughout this endorsement, the term "Independent Contractors" includes Subcontractors.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

GL115-GL (04/13)

\* \* \*

Page 10

IPG File # 63522-077889

### **Punitive Damages Exclusion**

This Policy contains a punitive damages exclusion, which provides the following:

- COMBINATION ENDORSEMENT – 1 (GL041-GL)

This endorsement modifies insurance provided under the following:

#### **3. EXCLUSION - PUNITIVE DAMAGES**

This insurance does not apply to any claim or indemnification for punitive or exemplary damages. If a suit seeking both compensatory and punitive or exemplary damages has been brought against you for a claim covered by this policy, we will provide defense for such action. We will not have any obligation to pay for any costs, interests or damages attributable to punitive or exemplary damages.

---

### **CONCLUSION**

Based upon the information and documentation provided to date, Great Lakes' listing of the foregoing bases for reserving its rights does not limit any additional grounds that Great Lakes may have for reserving its right to deny coverage as facts are developing. Great Lakes' reference to the foregoing terms, conditions, limits, exclusions, and endorsements should not be interpreted as a waiver or an estoppel on its part to assert any and all terms, conditions, limits, exclusions, endorsements or policy defenses should additional facts, changing law, or amended claims come to Great Lakes' attention.

Great Lakes' reservation of rights contained herein is based entirely on the information that is known to Great Lakes at this time and is made without prejudice. Great Lakes will consider any additional information and documentation that you provide to us that may be relevant to the issue of coverage and damages incurred. Great Lakes requests that you immediately notify it if any additional facts come to light so that it may re-evaluate its position with respect to this matter.

If you have any questions or need additional information, please do not hesitate to contact me.

Page 11

IPG File # 63522-077889

Sincerely,  
International Programs Group

A handwritten signature in black ink, appearing to read "Jade Foster". The signature is fluid and cursive, with the first name "Jade" and last name "Foster" clearly distinguishable.

Jade Foster, MBA, SCLA  
Examiner  
[Jade.Foster@ipgclaims.com](mailto:Jade.Foster@ipgclaims.com)  
Phone/Fax: (501) 725-3358

cc: John F. Thill  
Jaeger + Haines, Inc.  
Via Email: [j.f.thill@jplush.com](mailto:j.f.thill@jplush.com)